

Certified Shorthand Reporter
User Guide



Department of General Services
Office of Procurement
707 3rd Street, 2nd Floor
West Sacramento, CA 95605

**STATE OF CALIFORNIA
MASTER AGREEMENT
USER GUIDE**

| | |
|---|--------------------------------------|
| CONTRACT NO.'S: 5-05-99-03 THROUGH 5-05-99-09 | |
| CONTRACTOR: | VARIOUS |
| SERVICE: | CERTIFIED SHORTHAND REPORTERS |
| CONTRACT TERM: JANUARY 26, 2005 THROUGH JANUARY 27, 2007 | |
| DISTRIBUTION LIST: http://www.pd.dgs.ca.gov/masters/shorthand | |
| SUPPLEMENT DATE: N/A | |

Procurement Division Contract Administrator:

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Date 1/26/2005

Cathy Brown, Manager Multiple Awards Program

Certified Shorthand Reporter
User Guide

TABLE OF CONTENTS

| | |
|--|---------|
| INTRODUCTION..... | PAGE 3 |
| STATE OF CALIFORNIA, PROCUREMENT DIVISION CONTACT..... | PAGE 3 |
| CONTRACT TERM..... | PAGE 3 |
| DGS FEE..... | PAGE 3 |
| DISTRICT LIST INFORMATION..... | PAGE 3 |
| AGENCY REPORTING REQUIREMENTS..... | PAGE 4 |
| ORDERING INFORMATION..... | PAGE 4 |
| ORDER INITIATION..... | PAGE 4 |
| ORDER PLACEMENT..... | PAGE 5 |
| SCOPE OF SERVICES | |
| A. GENERAL..... | PAGE 5 |
| B. REPORTING FOR WORK..... | PAGE 8 |
| C. SUPPLIER STAFFING AND ORGANIZATION..... | PAGE 9 |
| D. MAINTENANCE OF RECORDS..... | PAGE 9 |
| E. ADDITIONAL FEES..... | PAGE 10 |
| F. DEFINITIONS FOR PROFESSIONAL LEGAL SERVICES..... | PAGE 11 |
| G. INVOICES..... | PAGE 12 |
| H. BILLING OPTIONS..... | PAGE 12 |
| I. INVOICES AND PAYMENTS..... | PAGE 12 |
| J. FEDERAL DEBARMENT..... | PAGE 12 |
| K. BONDS..... | PAGE 12 |
| L. DISTRICT BREAKDOWN BY COUNTY..... | PAGE 13 |
| M. CONTRACTORS AND PRICING BY DISTRICT | |
| DISTRICT 1..... | PAGE 15 |
| DISTRICT 2..... | PAGE 15 |
| DISTRICT 3..... | PAGE 20 |
| DISTRICT 4..... | PAGE 30 |
| DISTRICT 5..... | PAGE 15 |
| DISTRICT 6..... | PAGE 15 |
| DISTRICT 7..... | PAGE 36 |
| DISTRICT 8..... | PAGE 36 |
| DISTRICT 9..... | PAGE 15 |
| DISTRICT 10..... | PAGE 15 |
| DISTRICT 11..... | PAGE 36 |
| DISTRICT 12..... | PAGE 36 |
| N. STD. 213 LINK..... | PAGE 45 |
| O. GENERAL TERMS AND CONDITIONS..... | PAGE 45 |
| P. ADDITIONAL PROVISIONS..... | PAGE 49 |
| Q. BUDGET DETAIL PAYMENT PROVISIONS..... | PAGE 52 |
| R. SPECIAL PROVISIONS..... | PAGE 53 |
| S. AMERICANS WITH DISABILITIES..... | PAGE 53 |
| MSA – CONTRACT PERFORMANCE REPORT..... | PAGE 55 |

Certified Shorthand Reporter
User Guide

INTRODUCTION/CONTACTS/KEY ELEMENTS

1. INTRODUCTION

The Certified Shorthand Reporters Master Service Agreement (MSA) provides State and Local government agencies with an opportunity to acquire shorthand-reporting services quickly and easily. The MSA Contractors are professional and knowledgeable reporting firms that provide excellent customer service. The User Guide lists, beginning on Page 16, services available under this award, by district. The MSA includes services and pricing offered by seven (7) reporting firms.

The State of California makes this MSA available to Local governmental agencies; however, each Local agency must determine that the use of this MSA is consistent with its procurement policies and regulations.

2. STATE OF CALIFORNIA, PROCUREMENT DIVISION, CONTACT

Dawn Ford
707 3rd Street, 2nd Floor
West Sacramento, CA 95605
Phone: 916/375-4376 Fax: 916/375-4663
E-mail: dawn.ford@dgs.ca.gov

3. CONTRACT TERM

Prices are effective from January 26, 2005 through January 25, 2007.

4. DEPARTMENT OF GENERAL SERVICES FEE

The Department of General Services charges the users of this contract an administrative fee. The DGS administrative fee is a specified percentage of invoiced sales. DGS shall annually set the percentage for such administrative fee and shall notify the agencies of the percentage set each year.

See the Department of General Services, Fiscal Services web page at <http://www.ofs.dgs.ca.gov/price+book/p/purchasing.htm>. The DGS administrative fee is not included in the cost of the services provided on this contract. Local agencies must agree to the State's administrative fee. This fee is will be billed directly to the agency by DGS.

5. DISTRICT LIST

The firms responded to the RFP by bidding within certain categories in certain districts. The twelve (12) districts are listed by counties on Pages 14 through 15 and then by categories within the districts on Pages 16-45. The firms must provide offered services within each district and category for which they are listed.

Certified Shorthand Reporter
User Guide

6. AGENCY REPORTING REQUIREMENTS

- a. If a Contractor is either performing in an outstanding manner or if problems are encountered, agencies are encouraged to complete a State Agency MSA Contract Performance Report. Please send this report to the Department of General Services address above. The MSA Contract Performance Report can be found on page 55 of this User Guide.
- b. Contract/Contractor Evaluation

Each agency must complete a Contract/Contractor Evaluation within 60 days of completion of the agency service order. If the performance by the Contractor was unsatisfactory, a copy of the Contract/Contractor Evaluation to Office of Legal Services. The following link has instructions for this process.

<http://www.documents.dgs.ca.gov/osp/pdf/std004.pdf>

7. ORDERING INFORMATION

Pages 16 through 45 indicate a ranked listing of each firm's name, address, telephone number, fax number, and contact person. The listing also includes the contract number, the small business certification number (if applicable), and the federal identification number for each firm and the price list for each authorized service.

Agencies must contact the first ranked Contractor on the list in the respective district. If that Contractor declines the service, then agencies can move down the list to the next ranking Contractor.

State and/or Local agency customers shall typically provide to the Contractor at least three (3) calendar days advance notice requesting reporter services. The Contractor shall make every effort to supply a reporter for services requested. If it is determined that the Contractor can not meet the needs of the agency, the Contractor will immediately inform the agency by notifying them that they waive the service opportunity. The agency will then move down the list to the next ranking Contractor.

Contractors shall provide Requesting Party with the following:

- a. Names, Certified Shorthand Reporter (CSR) or Certified Realtime Reporter (CRR) numbers, when applicable, and resumes of their staff.
- b. Names of subcontracting firms, CSR or CRR numbers, staff names and resume of candidate reporters in their employ who may provide services.

8. ORDER INITIATION

A Standard Agreement (Std.213) should be used by State agencies. You may obtain a copy of the Std. 213 at the following link.

<http://www.ols.dgs.ca.gov/contracting+info/formsandinstructions.htm>.

Local agencies should use similar language on any form used in conjunction with this Master Service Agreement.

Certified Shorthand Reporter
User Guide

NOTE: If you place a telephone request for services, you must follow up and provide a Std. 213 to the reporting firm within ten working days of the telephone order.

The reporting firms must be informed that you are requesting their services through the use of this contract. Whether you telephone or immediately provide the Std. 213, you must indicate the contract number for the appropriate reporting firm.

The following information is requested to be given to the reporting firms, in any case:

1. Date of the hearing or deposition
2. Time
3. Location
4. Name of hearing officer or judge
5. Number of participants (if known)
6. Anticipated duration of hearing or deposition
7. Whether or not a transcript is required (if known)

If there is a copy of the Agency Notice For Request to Work, the information contained in that document will suffice. You can fax the Agency Notice For Request to Work to the firm. *However, this document does not take the place of the authorized Std. 213 and this form is still required.*

The ordering State agency or department must obtain approval from the DGS Office of Legal Services (OLS) if the agency service order amount exceeds \$50,000 unless the State agency has an OLS Exemption greater than \$50,000. Guidelines for Exemptions are in the State Contracting Manual, Sections 4.04 through 4.07.

8. ORDER PLACEMENT

Order placement shall be on or before the expiration date of the Master Service agreement (MSA). Delivery of the goods and/or services ordered must be completed within one (1) year after the MSA expiration date.

9. SCOPE OF SERVICES

A. GENERAL

A1. Tape Recorded Hearings

Tape-recorded transcripts must adhere to the same terms and conditions applied to court reported transcripts.

A2. Real Time Reporting

Contractor shall provide real time reporting, instantaneous computerized translation of the proceedings displayed on a monitor, upon request and indicate the type of equipment that will be used. Requestor shall specify exact needs under this process. Contractor may be required to provide an equipment demonstration to determine ability to meet requirements.

Certified Shorthand Reporter User Guide

Certified Real-Time Reporting services for the hearing impaired shall require developing a job dictionary prior to reporting proceeding to ensure the greatest accuracy of Real-Time translation.

A3. Minimum Transcript Preparation Criteria

Transcripts shall be prepared in accordance with the following criteria pursuant to Division 24 of Title 16 of the California Code of Regulations, unless otherwise stated by Requesting Party:

- a. A minimum of 25 text lines per page
- b. Five (5) space indent, including Exhibit listings
- c. 1-1/2 inch margins (a minimum of 56 character spaces per line, time- stamping no fewer than 52)
- d. Sentence case only, transcripts printed in all capitals are not accepted
- e. Exhibits shall be maintained by State and not released with reporter
- f. Title Page-Title Page shall contain the case caption, case number, type of proceeding or hearing volume number, date, location of proceeding, CSR's name and CSR number.
- g. Appearance Page- Appearance Page shall list name of the Administrative Law Judge or Hearing Officer presiding or names of hearing panel members, name(s) of party (ies) represented, name(s) and address (es) of representative(s).
- h. Witness Index-Witness Index shall identify witness, type of examination (i.e. direct, cross, redirect, re-cross or rebuttal), and page number at which each witness testifies; or identify speakers and page number at which each speaker testifies.
- i. Exhibit Index-Exhibit Index shall identify documents with enumeration and description, state which page in the transcript they were introduced and which page they were admitted.
- j. The beginning time of proceeding shall be noted at the top of the first page of text, and concluding time shall be noted on the last page after the last line of text.

A4. Critical Errors

Contractors shall run spell check and edit transcripts for final review to eliminate critical errors that impact the credibility of the transcript to ensure examinations, witness and exhibit entries are thorough and accurate. If in the event errors are not corrected, Contractor shall send a letter of correction to all parties concerned within three days of receipt of notification. The Contract Administrator and/or customer shall determine whether a transcript is grossly deficient. Penalties may be assessed to the Contractor in an amount not to exceed the full cost to the customer of such transcript.

Certified Shorthand Reporter User Guide

Critical Errors are defined as follows:

- a. Incorrect witness exams or exhibit entries;
- b. Incorrect text (including typographical errors); or
- c. Missing text;
- d. Incorrect use of words, names or titles;
- e. Incorrect page numbering; or incorrect witness/exhibit indexes, etc., that impact the accuracy and credibility of the transcript.

This definition does not include differing styles of punctuation and capitalization that do not impact the credibility of the transcript. If a type of error is found that is not described above, the Contract Administrator and/or customer shall determine whether the error is critical or non-critical.

- A5. Contractor must advise reporters of time, location, and title of case; while the reporter must advise the Contractor of the volume and page number of case.
- A6. Contractor must be able to supply reporter(s) in 72 hours notice or less in special circumstances.
- A7. Contractor must advise reporters of required transcript format.
- A8. Contractor must provide reporters with appropriate word processing templates necessary for transcript completion.
- A9. Contractor shall review all final transcripts, including those of subcontractors, for identification and correction of critical errors, proper transcript format, volume and page numbers, index, and certificate page before forwarding to Requesting Party.
- A10. Contractor shall review ASCII of jobs to confirm correct pagination within the ASCII disk of transcript.
- A11. Contractor and their Agents must adhere to transcript delivery instructions given by Requesting Party (customer.) Refer to Requesting Party regarding delivery requests differing from original instructions.
- A12. Contractor must have access to subcontractors' files and the ability to accomplish transcription to meet the customers needs in the event the subcontractor is unavailable when transcripts are being ordered.

Certified Shorthand Reporter User Guide

A13. Transcript Production

- A14. Transcripts shall be delivered to the customer as requested on the order form (i.e. same day, next day, 3 to 7 days, 8 to 14 days, or up to 25 calendar days from date of proceeding.) Late transcripts shall be assessed a monetary penalty equal to 10% of the transcript value per day each late day, starting the first day after the original due date. The late penalty shall be reflected on the invoice submitted to the State. If not, the invoice error shall be reported to the DGS Contract Administrator for further action.
- A15. Transcripts shall be produced in current state of the art software, with latest Virus control software, e.g. Word, WordPerfect e/index and ASCII disks upon request. Reporter shall deliver transcripts with the original and one copy to the customer.
- A16. Contractor shall be responsible for billing. Invoices to Requesting Party shall include contract number, billing date, date of proceeding, proceeding number, invoice number, total pages billed, other items being billed such as ASCII disks, terms of delivery, e.g. same evening, next day, etc. Each invoice must contain itemized and total billed costs. Late transcripts shall be assessed a monetary penalty equal to 10% of the transcript value per day each late day. The penalty shall be reflected on the invoice submitted to the State and subtracted from the amount due to the Contractor.

B. REPORTING FOR WORK

- B1. Reporters must arrive at the designated work location no later than 30 minutes prior to the job start time and remain until dismissed by the Administrative Law Judge or person presiding over proceeding. Reporters shall provide the Administrative Law Judge or person presiding at the hearing or deposition, a business card, name of Contractor they are representing and the estimated number of pages they transcribe that day on each case.
- B2. Procurement Division's Contract Administrator will report to the Court Reporters' Board of California, any reporter scheduled for work who fails to show up.
- B3. Upon request, reporters must be able to produce a final transcript by 7:00 p.m. the same evening.
- B4. Reporters shall use a recording device for backup on difficult assignments.
- B5. Reporters must be available to work after 5:30 p.m. with one day's notice.
- B6. Reporters traveling a distance over 50 miles may claim expenses ONLY with prior approval from Requesting Party. The proper paperwork (State Travel Expense Claim [TEC] Form) must be completed, as specified by Requestor, with appropriate receipts affixed for reimbursement. See E2 of this User Guide for details.

Certified Shorthand Reporter
User Guide

C. SUPPLIER STAFFING AND ORGANIZATION

C1. Staffing

Requesting party shall specify level of expertise required for their needs. Contractors are required to have access to personnel with appropriate skills to perform the duties for each category awarded. Contract terms do not permit personnel substitution without prior approval of the contract administrator. However, personnel availability can be subject to change without notice, therefore personnel substitutes shall possess equal or greater resume qualifications. Contractors shall submit resumes of the personnel that will perform under this contract with each agency Std. 213. Contractor shall identify certification and performance limitations of substitute personnel prior to the ordering agency's proceeding.

The State reserves the right to reject any proposed personnel at any time. Contractors must provide new resumes of personnel hired after bid award to the contract administrator (see Section I, State Contract) and to the requesting agency. Resumes shall include the following information:

- a. Summary of similar work performed for each proposed service
- b. Copy of person's Certified Shorthand Reporter Certificate (as applicable)
- c. Copy of person's Certified Real-time Reporter Certificate (as applicable)
- d. Type of shorthand reporting performed i.e. hearing, deposition
- e. Copy of Errors and Omissions Insurance policy

C2. Contractors must have a FAX machine available to receive and send faxes.

Contractors shall also have a pager or cell phone to receive notice for last-minute calendar changes.

C3. Contractor must have personnel available to answer the business phone or pager 8:30 to 5:30 Monday through Friday.

C4. Contractor must have email and word processing capability (Word, Word Perfect).

D. MAINTENANCE OF RECORDS

D1. Record Maintenance And Retrieval

Contractors agree to maintain the security of all shorthand notes, records, tapes, transcripts and correspondence. Contractors shall retain all notes e.g. paper, electronic tape and/or disk for a minimum of seven years. Storage of said records must be maintained in a protected environment. Copies of electronic files must be stored in a separate backup facility.

Contractor shall provide transcript, upon request, at any time during the seven-year period of note retention, regardless of whether the recording reporter is available. An order for a transcript can be placed via phone, U.S. mail, fax or electronic mail.

The Requesting Party shall define the delivery timeframe of the certified transcripts, signed original or duplicate original and one copy. Contractor shall provide expedited transcript service upon request that may include the same or next day service.

Certified Shorthand Reporter User Guide

D2. Transcript Ownership

State and Local agencies ordering services under this contract maintain ownership of any transcripts prepared under this contract. Any transfer or sale of transcripts is strictly prohibited without the express written permission of the State or Local agency.

D3. Transcript Confidentiality

Contractors and their agents performing under the terms of this contract shall be bound to strict confidentiality pertaining to hearing or deposition transcripts. Any violation discovered in this area shall be subject to legal action and or contract termination.

E. ADDITIONAL FEES

E1. Appearance Fees

Appearance Fees are synonymous with “per diem” when referring to the fee paid to the reporter for the time spent reporting proceedings stenographically. This also refers to the fee paid to the reporter for appearing at proceedings where no services are rendered because proceeding does not go forward.

Reporter services cancelled by the close of business (5:00 p.m.) the day prior to the scheduled proceeding shall not incur an Appearance Fee. Reporters shall be reimbursed for services cancelled on the day of the scheduled proceeding in half and full day increments pursuant to the rate bid on the Cost Data Sheet in Section IV.

E2. Travel Expenses

Mileage, parking and hotel related costs **MUST HAVE PRIOR APPROVAL** by the Requesting Party pursuant to current State or Local agency per diem rules. These expenses must follow the guidelines listed below:

1. Mileage, \$0.34 per mile (or current State rate), will only be paid if over 50 miles one way are traveled and if it is agreed to by the requesting agency prior to travel date and time.
2. Parking fees, only if accompanied by a receipt, will be paid if agreed to by the requesting agency prior to travel date and time.
3. Hotel fees, up to \$84.00 per night (or current State rate), and only if accompanied by a receipt, will be paid if agreed to by the requesting agency prior to travel date and time.

All of the above noted fees will only be paid on a reimbursement basis. No travel expenses will be paid prior to actual date and time of travel. The reimbursement of these costs requires that the supplier fill out a State form.

<http://www.documents.dgs.ca.gov/osp/pdf/std262.pdf>

Certified Shorthand Reporter
User Guide

E3. Notary Fees

Contractor agrees that there shall be no separate charge for notary fees.

E4. Expert Witness

Expert witness fees are not applicable to this contract.

E5. Postage/Handling

Charges for postage and handling are not applicable to this bid.

F. DEFINITIONS FOR PROFESSIONAL LEGAL SERVICES:

- a. ASCII – American Standard Code for Information Interchange.
- b. APPEARANCE FEE – Term synonymous with “per diem” when referring to the fee paid to the reporter for the time spent reporting proceedings stenographically. Also, the fee paid to the reporter for appearing at proceedings where no services are rendered because proceeding does not go forward.
- c. CSR, Certified Shorthand Reporter – A person who has met the requirements and passed the California Board examination.
- d. CRR, Certified Real-Time Reporter – A person who has met the requirements and passed the National Court Reporters Association’s examination.
- e. DEPOSITION – The testimony of a witness taken upon oral question or written interrogatories, not in open court, but in pursuance of a commission to take testimony. The testimony is then reduced to writing and duly authenticated, and is intended to be used in preparation and upon the trial of a civil action or criminal prosecution. A transcript (word for word account) is made of the deposition. Testimony of a witness, taken in writing, under oath or affirmation before some judicial officer in answer to questions or interrogatories.
- f. HEARING – Proceeding before arbitrator or other hearing officer, of relative formality, generally public, with definite issues of fact or of law to be tried, in which parties proceeded against have right to be heard, and is much the same as a trial and may exterminate in final order.
- g. REAL-TIME – Instantaneous computerized translation of the proceedings displayed on a monitor.
- h. REQUESTING PARTY – The party (State agency, public entity customer using services resulting from this contract) who officially requests services to be carried out.
- i. TRANSCRIBER – non-certified. A person who meets the requirements to take the examination (CSR) however has not yet taken and/or passed it.
- j. TURNAROUND TIME – The maximum time a transcript shall be delivered to the Requesting Party: also delivery timeframe.

Certified Shorthand Reporter User Guide

G. INVOICES

The Contractor shall render invoices to the name and address contained on the Std. 213. The following information is mandatory for all invoices:

- State MSA Contract Number
- State Agency Order Number
- Agency Billing Code
- Agency Name
- Agency Address
- Description of services ordered
- Appropriate Pricing Information

H. BILLING OPTIONS

Each government agency using this Master Services Agreement may have different billing needs. It is the Contractor's responsibility to work with and to provide the agency a billing system that meets the agency's needs.

I. INVOICES AND PAYMENTS

Required Payment Date

Unless otherwise specified, payment will be made in accordance with Government Code Sections 927 et seq., as applicable. Payment of a properly submitted, undisputed invoice shall be due not more than 45 days after: (a) the date of acceptance of goods or performance of services or (b) receipt of an accurate invoice, whichever is later.

J. FEDERAL DEBARMENT

The Federal Department of Labor requires that State agencies which are expending Federal funds of \$25,000 or more to have in the agency service order file, a certification by the supplier that they have not been debarred or suspended from doing business with the Federal Government. Each Contractor must provide this documentation upon request.

K. BONDS

Each agency reserves the right to require a performance bond from the Contractor in an amount not to exceed fifty (50) percent of the agency service order.

Certified Shorthand Reporter
User Guide

L. DISTRICT BREAKDOWN BY COUNTY

This map illustrates the twelve (12) Caltrans Districts used for this Master Service Agreement.



Certified Shorthand Reporter
User Guide

DISTRICT 1

Humboldt County
Del Norte County
Mendocino County
Lake County

DISTRICT 2

Siskiyou County
Trinity County
Shasta County
Tehama County
Plumas County
Lassen County
Modoc County

DISTRICT 3

Glenn County
Sutter County
Butte County
Colusa County
Yolo County
Yuba County
El Dorado County
Sierra County
Placer County
Nevada County
Sacramento County

DISTRICT 4

Solano County
Sonoma County
Napa County
Marin County
San Francisco County
San Mateo County
Santa Cruz County
Santa Clara County
Alameda County
Contra Costa County

DISTRICT 5

San Benito County
Monterey County
San Luis Obispo County
Santa Barbara County

DISTRICT 6

Madera County
Fresno County
Kings County
Tulare County
Kern County

DISTRICT 7

Ventura County
Los Angeles County

DISTRICT 8

San Bernardino County

DISTRICT 9

Mono County
Inyo County

DISTRICT 10

San Joaquin County
Stanislaus County
Merced County
Mariposa County
Tuolumne County
Calaveras County
Amador County
Alpine County

DISTRICT 11

San Diego County
Riverside County
Imperial County

DISTRICT 12

Orange County

Certified Shorthand Reporter
User Guide

M. CONTRACTORS AND PRICING BY DISTRICT

DISTRICT 1

Humboldt County, Del Norte County, Mendocino County, Lake County

DISTRICT 2

*Siskiyou County, Trinity County, Shasta County, Tehama County,
Plumas County, Lassen County, Modoc County*

DISTRICT 5

*San Benito County, Monterey County, San Luis Obispo County,
Santa Barbara County*

DISTRICT 6

Madera County, Fresno County, Kings County, Tulare County, Kern County

DISTRICT 9

Mono County, Inyo County

DISTRICT 10

*San Joaquin County, Stanislaus County, Merced County, Mariposa County, Tuolumne
County, Calaveras County, Amador County, Alpine County*

Certified Shorthand Reporter
User Guide

DISTRICTS 1, 2, 5, 6, 9 & 10 (continued)

HEARINGS

1. Peters Shorthand Reporting Corporation

3336 Bradshaw Road, Suite 240

Sacramento, CA 95827

Contact: Ronald Peters

Phone: (916) 362-2345

Fax: (916) 362-2393

Federal ID: 94-2313574

Contract Number: 5-05-99-06

Small Business Certification: 23794

Cost with Delivery of Final Product Due

| | | |
|------------------------|---------|----------|
| Same Day | \$14.00 | per page |
| Next Day | \$12.00 | per page |
| 3-7 Calendar Days | \$10.00 | per page |
| 8-14 Calendar Days | \$8.00 | per page |
| Up to 25 Calendar Days | \$7.00 | per page |

Plus Appearance Fees

| | | |
|-----------------------------------|----------|----------|
| Full Day Rate (Over 4 hours) | \$100.00 | flat fee |
| One-Half Day Rate (Up To 4 Hours) | \$50.00 | flat fee |
| Evening Rate (after 5:30) | \$25.00 | per hour |
| Weekend Rate | \$25.00 | per hour |

Tape Recorded Transcript

| | | |
|------------------------|---------|----------|
| Next Day | \$10.00 | per page |
| 3-7 Calendar Days | \$9.00 | per page |
| 8-14 Calendar Days | \$7.00 | per page |
| Up to 25 Calendar Days | \$5.00 | per page |

Plus Appearance Fees

| | | |
|-----------------------------------|----------|----------|
| Full Day Rate (8:30-5:30) | \$120.00 | flat fee |
| One-Half Day Rate (Up To 4 Hours) | \$60.00 | flat fee |
| Certified Legal Video Specialist | \$100.00 | per hour |

Additional Services

| | | |
|---|---------|----------|
| ASCII Disk of Transcript (With Transcript Order) | \$0- | flat fee |
| ASCII Disk of Transcript (Without Transcript Order) | | |
| Next Day | \$12.00 | per page |
| 3-7 Calendar Days | \$10.00 | per page |
| 8-14 Calendar Days | \$8.00 | per page |
| Up to 25 Calendar Days | \$7.00 | per page |
| ASCII Disk of Transcript (wo order/additional copies) | \$0- | flat fee |
| Copy Rate of Additional Copies of Transcript | \$1.00 | per page |
| Copy of Exhibits | \$1.00 | per page |
| Duplicate Tape of Tape Recorded Transcripts | \$10.00 | flat fee |
| Duplicate Tape of Video Tape Recorded Hearings | \$50.00 | flat fee |

Certified Shorthand Reporter
User Guide

DISTRICTS 1, 2, 5, 6, 9 & 10 (continued)

DEPOSITIONS

1. Peters Shorthand Reporting Corporation

3336 Bradshaw Road, Suite 240

Sacramento, CA 95827

Contact: Ronald Peters

Phone: (916) 362-2345

Fax: (916) 362-2393

Federal ID: 94-2313574

Contract Number: 5-05-99-06

Small Business Certification: 23794

Cost with Delivery of Final Product Due

| | | |
|------------------------|---------|----------|
| Same Day | \$10.00 | per page |
| Next Day | \$9.00 | per page |
| 3-7 Calendar Days | \$8.00 | per page |
| 8-14 Calendar Days | \$7.00 | per page |
| Up to 25 Calendar Days | \$6.00 | per page |

Plus Appearance Fees

| | | |
|-----------------------------------|----------|----------|
| Full Day Rate (Over 4 hours) | \$100.00 | flat fee |
| One-Half Day Rate (Up To 4 Hours) | \$50.00 | flat fee |
| Evening Rate (after 5:30) | \$25.00 | per hour |
| Weekend Rate | \$25.00 | per hour |

Tape Recorded Transcript

| | | |
|------------------------|--------|----------|
| Next Day | \$7.00 | per page |
| 3-7 Calendar Days | \$6.00 | per page |
| 8-14 Calendar Days | \$5.00 | per page |
| Up to 25 Calendar Days | \$4.00 | per page |

Plus Appearance Fees

| | | |
|-----------------------------------|----------|----------|
| Full Day Rate (8:30-5:30) | \$120.00 | flat fee |
| One-Half Day Rate (Up To 4 Hours) | \$60.00 | flat fee |
| Certified Legal Video Specialist | \$100.00 | per hour |

Additional Services

| | | |
|---|---------|----------|
| ASCII Disk of Transcript (With Transcript Order) | \$0- | flat fee |
| ASCII Disk of Transcript (Without Transcript Order) | | |
| Next Day | \$9.00 | per page |
| 3-7 Calendar Days | \$8.00 | per page |
| 8-14 Calendar Days | \$7.00 | per page |
| Up to 25 Calendar Days | \$6.00 | per page |
| ASCII Disk of Transcript (wo order/additional copies) | \$0- | flat fee |
| Copy Rate of Additional Copies of Transcript | \$1.00 | per page |
| Copy of Exhibits | \$1.00 | per page |
| Duplicate Tape of Tape Recorded Transcripts | \$10.00 | flat fee |
| Duplicate Tape of Video Tape Recorded Hearings | \$50.00 | flat fee |

Certified Shorthand Reporter
User Guide

DISTRICTS 1, 2, 5, 6, 9 & 10 (continued)

CERTIFIED REALTIME REPORTER

1. Peters Shorthand Reporting Corporation

3336 Bradshaw Road, Suite 240

Sacramento, CA 95827

Contact: Ronald Peters

Phone: (916) 362-2345

Fax: (916) 362-2393

Federal ID: 94-2313574

Contract Number: 5-05-99-06

Small Business Certification: 23794

Real Time Reporting

| | | |
|-----------------------------------|---------|----------|
| For Hearing Impaired (captioning) | \$50.00 | per hour |
| Connected to a Display Monitor | \$50.00 | per hour |

Plus Appearance Fees

| | | |
|-----------------------------------|----------|----------|
| Full Day Rate (Over 4 hours) | \$100.00 | flat fee |
| One-Half Day Rate (Up To 4 Hours) | \$50.00 | flat fee |
| Evening Rate (after 5:30) | \$25.00 | per hour |
| Weekend Rate | \$25.00 | per hour |

Additional Services

| | | |
|---|---------|----------|
| ASCII Disk of Transcript (With Transcript Order) | \$0- | flat fee |
| ASCII Disk of Transcript (Without Transcript Order) | | |
| Next Day | \$9.00 | per page |
| 3-7 Calendar Days | \$8.00 | per page |
| 8-14 Calendar Days | \$7.00 | per page |
| up to 25 Calendar Days | \$6.00 | per page |
| ASCII Disk of Transcript (wo order/additional copies) | \$0- | flat fee |
| Copy Rate of Additional Copies of Transcript | \$1.00 | per page |
| Copy of Exhibits | \$1.00 | per page |
| Duplicate Tape of Tape Recorded Transcripts | \$10.00 | flat fee |
| Duplicate Tape of Video Tape Recorded Hearings | \$50.00 | flat fee |

Certified Shorthand Reporter
User Guide

DISTRICTS 1, 2, 5, 6, 9 & 10 (continued)

NON-CERTIFIED TRANSCRIPTION SERVICE

1. House of Scribes

4508 Trinidad Court
Stockton, CA 95210
Contact: Tama Brisbane
Phone: (209) 478-8017
Fax: (209) 644-7414
Federal ID: 94-3379298
Contract Number: 5-05-99-04
Small Business Certification: N/A

Appearance Fees

| | | |
|---|---------|----------|
| Full Day Rate (Over 4 hours) | \$35.00 | flat fee |
| Partial and One-Half Day Rate (Up To 4 Hours) | \$35.00 | flat fee |
| Evening Rate (after 5:30) | \$50.00 | per hour |
| Weekend Rate | \$60.00 | per hour |

Tape Recorded Transcript

| | | |
|------------------------|--------|----------|
| Next Day | \$8.00 | per page |
| 3-7 Calendar Days | \$7.00 | per page |
| 8-14 Calendar Days | \$6.00 | per page |
| Up to 25 Calendar Days | \$5.00 | per page |

2. Peters Shorthand Reporting Corporation

3336 Bradshaw Road, Suite 240
Sacramento, CA 95827
Contact: Ronald Peters
Phone: (916) 362-2345
Fax: (916) 362-2393
Federal ID: 94-2313574
Contract Number: 5-05-99-06
Small Business Certification: 23794

Appearance Fees

| | | |
|---|----------|----------|
| Full Day Rate (Over 4 hours) | \$150.00 | flat fee |
| Partial and One-Half Day Rate (Up To 4 Hours) | \$75.00 | flat fee |
| Evening Rate (after 5:30) | \$25.00 | per hour |
| Weekend Rate | \$25.00 | per hour |

Tape Recorded Transcript

| | | |
|------------------------|--------|----------|
| Next Day | \$7.00 | per page |
| 3-7 Calendar Days | \$6.00 | per page |
| 8-14 Calendar Days | \$5.00 | per page |
| Up to 25 Calendar Days | \$4.00 | per page |

Certified Shorthand Reporter
User Guide

DISTRICT 3

*Glenn County, Sutter County, Butte County, Colusa County, Yolo County, Yuba County,
El Dorado County, Sierra County, Placer County, Nevada County, Sacramento County*

HEARINGS

1. Peters Shorthand Reporting Corporation

3336 Bradshaw Road, Suite 240

Sacramento, CA 95827

Contact: Ronald Peters

Phone: (916) 362-2345

Fax: (916) 362-2393

Federal ID: 94-2313574

Contract Number: 5-05-99-06

Small Business Certification: 23794

Cost with Delivery of Final Product Due

| | | |
|------------------------|---------|----------|
| Same Day | \$14.00 | per page |
| Next Day | \$12.00 | per page |
| 3-7 Calendar Days | \$10.00 | per page |
| 8-14 Calendar Days | \$8.00 | per page |
| Up to 25 Calendar Days | \$7.00 | per page |

Plus Appearance Fees

| | | |
|-----------------------------------|----------|----------|
| Full Day Rate (Over 4 hours) | \$100.00 | flat fee |
| One-Half Day Rate (Up To 4 Hours) | \$50.00 | flat fee |
| Evening Rate (after 5:30) | \$25.00 | per hour |
| Weekend Rate | \$25.00 | per hour |

Tape Recorded Transcript

| | | |
|------------------------|---------|----------|
| Next Day | \$10.00 | per page |
| 3-7 Calendar Days | \$9.00 | per page |
| 8-14 Calendar Days | \$7.00 | per page |
| Up to 25 Calendar Days | \$5.00 | per page |

Plus Appearance Fees

| | | |
|-----------------------------------|----------|----------|
| Full Day Rate (8:30-5:30) | \$120.00 | flat fee |
| One-Half Day Rate (Up To 4 Hours) | \$60.00 | flat fee |
| Certified Legal Video Specialist | \$100.00 | per hour |

Additional Services

| | | |
|---|---------|----------|
| ASCII Disk of Transcript (With Transcript Order) | \$0- | flat fee |
| ASCII Disk of Transcript (Without Transcript Order) | | |
| Next Day | \$12.00 | per page |
| 3-7 Calendar Days | \$10.00 | per page |
| 8-14 Calendar Days | \$8.00 | per page |
| Up to 25 Calendar Days | \$7.00 | per page |
| ASCII Disk of Transcript (wo order/additional copies) | \$0- | flat fee |
| Copy Rate of Additional Copies of Transcript | \$1.00 | per page |
| Copy of Exhibits | \$1.00 | per page |
| Duplicate Tape of Tape Recorded Transcripts | \$10.00 | flat fee |
| Duplicate Tape of Video Tape Recorded Hearings | \$50.00 | flat fee |

Certified Shorthand Reporter
User Guide

DISTRICT 3 – (continued)

*Glenn County, Sutter County, Butte County, Colusa County, Yolo County, Yuba County,
El Dorado County, Sierra County, Placer County, Nevada County, Sacramento County*

HEARINGS

2. Capitol Reporters

1300 Ethan Way, Suite 225
Sacramento, CA 95825
Contact: Esther Swartz
Phone: (916) 923-5447
Fax: (916) 923-5450
Federal ID: 68-0369519
Contract Number: 5-05-99-03
Small Business Certification: 37176

Cost with Delivery of Final Product Due

| | | |
|------------------------|---------|----------|
| Same Day | \$11.00 | per page |
| Next Day | \$10.00 | per page |
| 3-7 Calendar Days | \$8.50 | per page |
| 8-14 Calendar Days | \$6.50 | per page |
| Up to 25 Calendar Days | \$5.50 | per page |

Plus Appearance Fees

| | | |
|-----------------------------------|----------|----------|
| Full Day Rate (Over 4 hours) | \$300.00 | flat fee |
| One-Half Day Rate (Up To 4 Hours) | \$150.00 | flat fee |
| Evening Rate (after 5:30) | \$65.00 | per hour |
| Weekend Rate | \$75.00 | per hour |

Tape Recorded Transcript

| | | |
|------------------------|---------|----------|
| Next Day | \$10.00 | per page |
| 3-7 Calendar Days | \$8.00 | per page |
| 8-14 Calendar Days | \$6.50 | per page |
| Up to 25 Calendar Days | \$5.50 | per page |

Plus Appearance Fees

| | | |
|-----------------------------------|----------|----------|
| Full Day Rate (8:30-5:30) | \$250.00 | flat fee |
| One-Half Day Rate (Up To 4 Hours) | \$125.00 | flat fee |
| Certified Legal Video Specialist | \$70.00 | per hour |

Additional Services

| | | |
|---|---------|----------|
| ASCII Disk of Transcript (With Transcript Order) | \$0- | flat fee |
| ASCII Disk of Transcript (Without Transcript Order) | | |
| Next Day | \$10.00 | per page |
| 3-7 Calendar Days | \$7.50 | per page |
| 8-14 Calendar Days | \$5.50 | per page |
| Up to 25 Calendar Days | \$5.00 | per page |
| ASCII Disk of Transcript (wo order/additional copies) | \$0- | flat fee |
| Copy Rate of Additional Copies of Transcript | \$0.55 | per page |
| Copy of Exhibits | \$0.10 | per page |
| Duplicate Tape of Tape Recorded Transcripts | \$0- | flat fee |
| Duplicate Tape of Video Tape Recorded Hearings | \$35.00 | flat fee |

Certified Shorthand Reporter
User Guide

DISTRICT 3 – (continued)

*Glenn County, Sutter County, Butte County, Colusa County, Yolo County, Yuba County,
El Dorado County, Sierra County, Placer County, Nevada County, Sacramento County*

DEPOSITIONS

1. Peters Shorthand Reporting Corporation

3336 Bradshaw Road, Suite 240

Sacramento, CA 95827

Contact: Ronald Peters

Phone: (916) 362-2345

Fax: (916) 362-2393

Federal ID: 94-2313574

Contract Number: 5-05-99-06

Small Business Certification: 23794

Cost with Delivery of Final Product Due

| | | |
|------------------------|---------|----------|
| Same Day | \$10.00 | per page |
| Next Day | \$9.00 | per page |
| 3-7 Calendar Days | \$8.00 | per page |
| 8-14 Calendar Days | \$7.00 | per page |
| Up to 25 Calendar Days | \$6.00 | per page |

Plus Appearance Fees

| | | |
|-----------------------------------|----------|----------|
| Full Day Rate (Over 4 hours) | \$100.00 | flat fee |
| One-Half Day Rate (Up To 4 Hours) | \$50.00 | flat fee |
| Evening Rate (after 5:30) | \$25.00 | per hour |
| Weekend Rate | \$25.00 | per hour |

Tape Recorded Transcript

| | | |
|------------------------|--------|----------|
| Next Day | \$7.00 | per page |
| 3-7 Calendar Days | \$6.00 | per page |
| 8-14 Calendar Days | \$5.00 | per page |
| Up to 25 Calendar Days | \$4.00 | per page |

Plus Appearance Fees

| | | |
|-----------------------------------|----------|----------|
| Full Day Rate (8:30-5:30) | \$120.00 | flat fee |
| One-Half Day Rate (Up To 4 Hours) | \$60.00 | flat fee |
| Certified Legal Video Specialist | \$100.00 | per hour |

Additional Services

| | | |
|---|---------|----------|
| ASCII Disk of Transcript (With Transcript Order) | \$0- | flat fee |
| ASCII Disk of Transcript (Without Transcript Order) | | |
| Next Day | \$9.00 | per page |
| 3-7 Calendar Days | \$8.00 | per page |
| 8-14 Calendar Days | \$7.00 | per page |
| Up to 25 Calendar Days | \$6.00 | per page |
| ASCII Disk of Transcript (wo order/additional copies) | \$0- | flat fee |
| Copy Rate of Additional Copies of Transcript | \$1.00 | per page |
| Copy of Exhibits | \$1.00 | per page |
| Duplicate Tape of Tape Recorded Transcripts | \$10.00 | flat fee |
| Duplicate Tape of Video Tape Recorded Hearings | \$50.00 | flat fee |

Certified Shorthand Reporter
User Guide

DISTRICT 3 – (continued)

*Glenn County, Sutter County, Butte County, Colusa County, Yolo County, Yuba County,
El Dorado County, Sierra County, Placer County, Nevada County, Sacramento County*

DEPOSITIONS

**2. Vine, McKinnon & Hall, Certified Shorthand Reporters,
A Professional Corporation**

3016 Beacon Boulevard
West Sacramento, CA 95691
Contact: Amanda Vine Hall
Phone: (916) 371-3376
Fax: (916) 371-3840
Federal ID: 68-0001187
Contract Number: 5-05-99-08
Small Business Certification: 19569

Cost with Delivery of Final Product Due

| | | |
|------------------------|--------|----------|
| Same Day | \$7.90 | per page |
| Next Day | \$7.10 | per page |
| 3-7 Calendar Days | \$5.95 | per page |
| 8-14 Calendar Days | \$3.95 | per page |
| Up to 25 Calendar Days | \$3.85 | per page |

Plus Appearance Fees

| | | |
|-----------------------------------|----------|----------|
| Full Day Rate (Over 4 hours) | \$130.00 | flat fee |
| One-Half Day Rate (Up To 4 Hours) | \$65.00 | flat fee |
| Evening Rate (after 5:30) | \$35.00 | per hour |
| Weekend Rate | \$40.00 | per hour |

Tape Recorded Transcript

| | | |
|------------------------|--------|----------|
| Next Day | \$6.80 | per page |
| 3-7 Calendar Days | \$5.20 | per page |
| 8-14 Calendar Days | \$3.90 | per page |
| Up to 25 Calendar Days | \$3.80 | per page |

Plus Appearance Fees

| | | |
|-----------------------------------|----------|----------|
| Full Day Rate (8:30-5:30) | \$250.00 | flat fee |
| One-Half Day Rate (Up To 4 Hours) | \$125.00 | flat fee |
| Certified Legal Video Specialist | \$75.00 | per hour |

Additional Services

| | | |
|---|---------|----------|
| ASCII Disk of Transcript (With Transcript Order) | \$0- | flat fee |
| ASCII Disk of Transcript (Without Transcript Order) | | |
| Next Day | \$7.00 | per page |
| 3-7 Calendar Days | \$5.85 | per page |
| 8-14 Calendar Days | \$3.85 | per page |
| Up to 25 Calendar Days | \$3.75 | per page |
| ASCII Disk of Transcript (wo order/additional copies) | \$10.00 | flat fee |
| Copy Rate of Additional Copies of Transcript | \$1.50 | per page |
| Copy of Exhibits | \$0.37 | per page |
| Duplicate Tape of Tape Recorded Transcripts | \$30.00 | flat fee |
| Duplicate Tape of Video Tape Recorded Hearings | \$35.00 | flat fee |

Certified Shorthand Reporter
User Guide

DISTRICT 3 – (continued)

*Glenn County, Sutter County, Butte County, Colusa County, Yolo County, Yuba County,
El Dorado County, Sierra County, Placer County, Nevada County, Sacramento County*

DEPOSITIONS

3. Capitol Reporters

1300 Ethan Way, Suite 225
Sacramento, CA 95825
Contact: Esther Swartz
Phone: (916) 923-5447
Fax: (916) 923-5450
Federal ID: 68-0369519
Contract Number: 5-05-99-03
Small Business Certification: 37176

Cost with Delivery of Final Product Due

| | | |
|------------------------|---------|----------|
| Same Day | \$10.00 | per page |
| Next Day | \$7.90 | per page |
| 3-7 Calendar Days | \$5.95 | per page |
| 8-14 Calendar Days | \$4.25 | per page |
| Up to 25 Calendar Days | \$3.95 | per page |

Plus Appearance Fees

| | | |
|-----------------------------------|----------|----------|
| Full Day Rate (Over 4 hours) | \$120.00 | flat fee |
| One-Half Day Rate (Up To 4 Hours) | \$60.00 | flat fee |
| Evening Rate (after 5:30) | \$60.00 | per hour |
| Weekend Rate | \$75.00 | per hour |

Tape Recorded Transcript

| | | |
|------------------------|---------|----------|
| Next Day | \$10.00 | per page |
| 3-7 Calendar Days | \$8.00 | per page |
| 8-14 Calendar Days | \$4.25 | per page |
| Up to 25 Calendar Days | \$4.00 | per page |

Plus Appearance Fees

| | | |
|-----------------------------------|----------|----------|
| Full Day Rate (8:30-5:30) | \$120.00 | flat fee |
| One-Half Day Rate (Up To 4 Hours) | \$60.00 | flat fee |
| Certified Legal Video Specialist | \$50.00 | per hour |

Additional Services

| | | |
|---|---------|----------|
| ASCII Disk of Transcript (With Transcript Order) | \$0- | flat fee |
| ASCII Disk of Transcript (Without Transcript Order) | | |
| Next Day | \$7.00 | per page |
| 3-7 Calendar Days | \$5.50 | per page |
| 8-14 Calendar Days | \$4.00 | per page |
| Up to 25 Calendar Days | \$3.50 | per page |
| ASCII Disk of Transcript (wo order/additional copies) | \$0- | flat fee |
| Copy Rate of Additional Copies of Transcript | \$0.55 | per page |
| Copy of Exhibits | \$0.10 | per page |
| Duplicate Tape of Tape Recorded Transcripts | \$0- | flat fee |
| Duplicate Tape of Video Tape Recorded Hearings | \$35.00 | flat fee |

Certified Shorthand Reporter
User Guide

DISTRICT 3 – (continued)

*Glenn County, Sutter County, Butte County, Colusa County, Yolo County, Yuba County,
El Dorado County, Sierra County, Placer County, Nevada County, Sacramento County*

DEPOSITIONS

4. Northern California Court Reporters

3610 American River Drive, #114

Sacramento, CA 95864

Contact: Lauri Gallagher

Phone: (916) 485-4949

Fax: (916) 485-1735

Federal ID: 68-0423245

Contract Number: 5-05-99-05

Small Business Certification: 09006

Cost with Delivery of Final Product Due

| | | |
|------------------------|---------|----------|
| Same Day | \$10.00 | per page |
| Next Day | \$9.50 | per page |
| 3-7 Calendar Days | \$6.50 | per page |
| 8-14 Calendar Days | \$4.50 | per page |
| Up to 25 Calendar Days | \$4.25 | per page |

Plus Appearance Fees

| | | |
|-----------------------------------|----------|----------|
| Full Day Rate (Over 4 hours) | \$150.00 | flat fee |
| One-Half Day Rate (Up To 4 Hours) | \$75.00 | flat fee |
| Evening Rate (after 5:30) | \$50.00 | per hour |
| Weekend Rate | \$50.00 | per hour |

Tape Recorded Transcript

| | | |
|------------------------|---------|----------|
| Next Day | \$10.00 | per page |
| 3-7 Calendar Days | \$6.50 | per page |
| 8-14 Calendar Days | \$4.50 | per page |
| Up to 25 Calendar Days | \$4.25 | per page |

Plus Appearance Fees

| | | |
|-----------------------------------|----------|----------|
| Full Day Rate (8:30-5:30) | \$130.00 | flat fee |
| One-Half Day Rate (Up To 4 Hours) | \$65.00 | flat fee |
| Certified Legal Video Specialist | \$90.00 | per hour |

Additional Services

| | | |
|---|---------|----------|
| ASCII Disk of Transcript (With Transcript Order) | \$50.00 | flat fee |
| ASCII Disk of Transcript (Without Transcript Order) | | |
| Next Day | \$9.50 | per page |
| 3-7 Calendar Days | \$6.50 | per page |
| 8-14 Calendar Days | \$4.50 | per page |
| Up to 25 Calendar Days | \$4.25 | per page |
| ASCII Disk of Transcript (wo order/additional copies) | \$50.00 | flat fee |
| Copy Rate of Additional Copies of Transcript | \$2.30 | per page |
| Copy of Exhibits | \$0.45 | per page |
| Duplicate Tape of Tape Recorded Transcripts | \$25.00 | flat fee |
| Duplicate Tape of Video Tape Recorded Hearings | \$30.00 | flat fee |

Certified Shorthand Reporter
User Guide

DISTRICT 3 – (continued)

*Glenn County, Sutter County, Butte County, Colusa County, Yolo County, Yuba County,
El Dorado County, Sierra County, Placer County, Nevada County, Sacramento County*

CERTIFIED REALTIME REPORTER

1. Peters Shorthand Reporting Corporation

3336 Bradshaw Road, Suite 240

Sacramento, CA 95827

Contact: Ronald Peters

Phone: (916) 362-2345

Fax: (916) 362-2393

Federal ID: 94-2313574

Contract Number: 5-05-99-06

Small Business Certification: 23794

Real Time Reporting

| | | |
|-----------------------------------|---------|----------|
| For Hearing Impaired (captioning) | \$50.00 | per hour |
|-----------------------------------|---------|----------|

| | | |
|--------------------------------|---------|----------|
| Connected to a Display Monitor | \$50.00 | per hour |
|--------------------------------|---------|----------|

Plus Appearance Fees

| | | |
|------------------------------|----------|----------|
| Full Day Rate (Over 4 hours) | \$100.00 | flat fee |
|------------------------------|----------|----------|

| | | |
|-----------------------------------|---------|----------|
| One-Half Day Rate (Up To 4 Hours) | \$50.00 | flat fee |
|-----------------------------------|---------|----------|

| | | |
|---------------------------|---------|----------|
| Evening Rate (after 5:30) | \$25.00 | per hour |
|---------------------------|---------|----------|

| | | |
|--------------|---------|----------|
| Weekend Rate | \$25.00 | per hour |
|--------------|---------|----------|

Additional Services

| | | |
|--|------|----------|
| ASCII Disk of Transcript (With Transcript Order) | \$0- | flat fee |
|--|------|----------|

| | | |
|---|--|--|
| ASCII Disk of Transcript (Without Transcript Order) | | |
|---|--|--|

| | | |
|----------|--------|----------|
| Next Day | \$9.00 | per page |
|----------|--------|----------|

| | | |
|-------------------|--------|----------|
| 3-7 Calendar Days | \$8.00 | per page |
|-------------------|--------|----------|

| | | |
|--------------------|--------|----------|
| 8-14 Calendar Days | \$7.00 | per page |
|--------------------|--------|----------|

| | | |
|------------------------|--------|----------|
| up to 25 Calendar Days | \$6.00 | per page |
|------------------------|--------|----------|

| | | |
|---|------|----------|
| ASCII Disk of Transcript (wo order/additional | \$0- | flat fee |
|---|------|----------|

copies)

| | | |
|--|--------|----------|
| Copy Rate of Additional Copies of Transcript | \$1.00 | per page |
|--|--------|----------|

| | | |
|------------------|--------|----------|
| Copy of Exhibits | \$1.00 | per page |
|------------------|--------|----------|

| | | |
|---|---------|----------|
| Duplicate Tape of Tape Recorded Transcripts | \$10.00 | flat fee |
|---|---------|----------|

| | | |
|--|---------|----------|
| Duplicate Tape of Video Tape Recorded Hearings | \$50.00 | flat fee |
|--|---------|----------|

Certified Shorthand Reporter
User Guide

DISTRICT 3 – (continued)

*Glenn County, Sutter County, Butte County, Colusa County, Yolo County, Yuba County,
El Dorado County, Sierra County, Placer County, Nevada County, Sacramento County*

CERTIFIED REALTIME REPORTER

2. Capitol Reporters

1300 Ethan Way, Suite 225
Sacramento, CA 95825
Contact: Esther Swartz
Phone: (916) 923-5447
Fax: (916) 923-5450
Federal ID: 68-0369519
Contract Number: 5-05-99-03
Small Business Certification: 37176

Real Time Reporting

| | | |
|-----------------------------------|---------|----------|
| For Hearing Impaired (captioning) | \$25.00 | per hour |
| Connected to a Display Monitor | \$0- | per hour |

Plus Appearance Fees

| | | |
|-----------------------------------|----------|----------|
| Full Day Rate (Over 4 hours) | \$120.00 | flat fee |
| One-Half Day Rate (Up To 4 Hours) | \$60.00 | flat fee |
| Evening Rate (after 5:30) | \$65.00 | per hour |
| Weekend Rate | \$75.00 | per hour |

Additional Services

| | | |
|---|---------|----------|
| ASCII Disk of Transcript (With Transcript Order) | \$0- | flat fee |
| ASCII Disk of Transcript (Without Transcript Order) | | |
| Next Day | \$7.00 | per page |
| 3-7 Calendar Days | \$5.50 | per page |
| 8-14 Calendar Days | \$4.00 | per page |
| Up to 25 Calendar Days | \$3.50 | per page |
| ASCII Disk of Transcript (wo order/additional copies) | 0\$- | flat fee |
| Copy Rate of Additional Copies of Transcript | \$0.55 | per page |
| Copy of Exhibits | \$0.10 | per page |
| Duplicate Tape of Tape Recorded Transcripts | \$0- | flat fee |
| Duplicate Tape of Video Tape Recorded Hearings | \$35.00 | flat fee |

Certified Shorthand Reporter
User Guide

DISTRICT 3 – (continued)

*Glenn County, Sutter County, Butte County, Colusa County, Yolo County, Yuba County,
El Dorado County, Sierra County, Placer County, Nevada County, Sacramento County*

NON-CERTIFIED TRANSCRIPTION SERVICE

1. Northern California Court Reporters

3610 American River Drive, #114
Sacramento, CA 95864
Contact: Lauri Gallagher
Phone: (916) 485-4949
Fax: (916) 485-1735
Federal ID: 68-0423245
Contract Number: 5-05-99-05
Small Business Certification: 09006

Appearance Fees

| | | |
|---|----------|----------|
| Full Day Rate (Over 4 hours) | \$100.00 | flat fee |
| Partial and One-Half Day Rate (Up To 4 Hours) | \$50.00 | flat fee |
| Evening Rate (after 5:30) | \$15.00 | per hour |
| Weekend Rate | \$20.00 | per hour |

Tape Recorded Transcript

| | | |
|------------------------|--------|----------|
| Next Day | \$5.00 | per page |
| 3-7 Calendar Days | \$4.75 | per page |
| 8-14 Calendar Days | \$4.15 | per page |
| Up to 25 Calendar Days | \$3.85 | per page |

2. House of Scribes

4508 Trinidad Court
Stockton, CA 95210
Contact: Tama Brisbane
Phone: (209) 478-8017
Fax: (209) 644-7414
Federal ID: 94-3379298
Contract Number: 5-05-99-04
Small Business Certification: N/A

Appearance Fees

| | | |
|---|---------|----------|
| Full Day Rate (Over 4 hours) | \$35.00 | flat fee |
| Partial and One-Half Day Rate (Up To 4 Hours) | \$35.00 | flat fee |
| Evening Rate (after 5:30) | \$50.00 | per hour |
| Weekend Rate | \$60.00 | per hour |

Tape Recorded Transcript

| | | |
|------------------------|--------|----------|
| Next Day | \$8.00 | per page |
| 3-7 Calendar Days | \$7.00 | per page |
| 8-14 Calendar Days | \$6.00 | per page |
| Up to 25 Calendar Days | \$5.00 | per page |

Certified Shorthand Reporter
User Guide

DISTRICT 3 – (continued)

*Glenn County, Sutter County, Butte County, Colusa County, Yolo County, Yuba County,
El Dorado County, Sierra County, Placer County, Nevada County, Sacramento County*

NON-CERTIFIED TRANSCRIPTION SERVICE

3. Capitol Reporters

1300 Ethan Way, Suite 225
Sacramento, CA 95825
Contact: Esther Swartz
Phone: (916) 923-5447
Fax: (916) 923-5450
Federal ID: 68-0369519
Contract Number: 5-05-99-03
Small Business Certification: 37176

Appearance Fees

| | | |
|---|----------|----------|
| Full Day Rate (Over 4 hours) | \$100.00 | flat fee |
| Partial and One-Half Day Rate (Up To 4 Hours) | \$50.00 | flat fee |
| Evening Rate (after 5:30) | \$25.00 | per hour |
| Weekend Rate | \$25.00 | per hour |

Tape Recorded Transcript

| | | |
|------------------------|--------|----------|
| Next Day | \$8.00 | per page |
| 3-7 Calendar Days | \$6.00 | per page |
| 8-14 Calendar Days | \$5.00 | per page |
| Up to 25 Calendar Days | \$4.50 | per page |

4. Vine, McKinnon & Hall, Certified Shorthand Reporters,

A Professional Corporation

3016 Beacon Boulevard
West Sacramento, CA 95691
Contact: Amanda Vine Hall
Phone: (916) 371-3376
Fax: (916) 371-3840
Federal ID: 68-0001187
Contract Number: 5-05-99-08
Small Business Certification: 19569

Appearance Fees

| | | |
|---|----------|----------|
| Full Day Rate (Over 4 hours) | \$110.00 | flat fee |
| Partial and One-Half Day Rate (Up To 4 Hours) | \$55.00 | flat fee |
| Evening Rate (after 5:30) | \$25.00 | per hour |
| Weekend Rate | \$25.00 | per hour |

Tape Recorded Transcript

| | | |
|------------------------|--------|----------|
| Next Day | \$6.80 | per page |
| 3-7 Calendar Days | \$5.20 | per page |
| 8-14 Calendar Days | \$3.90 | per page |
| Up to 25 Calendar Days | \$3.80 | per page |

Certified Shorthand Reporter
User Guide

DISTRICT 3 – (continued)

*Glenn County, Sutter County, Butte County, Colusa County, Yolo County, Yuba County,
El Dorado County, Sierra County, Placer County, Nevada County, Sacramento County*

5. Peters Shorthand Reporting Corporation

3336 Bradshaw Road, Suite 240

Sacramento, CA 95827

Contact: Ronald Peters

Phone: (916) 362-2345

Fax: (916) 362-2393

Federal ID: 94-2313574

Contract Number: 5-05-99-06

Small Business Certification: 23794

Appearance Fees

| | | |
|---|----------|----------|
| Full Day Rate (Over 4 hours) | \$150.00 | flat fee |
| Partial and One-Half Day Rate (Up To 4 Hours) | \$75.00 | flat fee |
| Evening Rate (after 5:30) | \$25.00 | per hour |
| Weekend Rate | \$25.00 | per hour |

Tape Recorded Transcript

| | | |
|------------------------|--------|----------|
| Next Day | \$7.00 | per page |
| 3-7 Calendar Days | \$6.00 | per page |
| 8-14 Calendar Days | \$5.00 | per page |
| Up to 25 Calendar Days | \$4.00 | per page |

Certified Shorthand Reporter
User Guide

DISTRICT 4

*Solano County, Sonoma County, Napa County, Marin County, San Francisco County,
San Mateo County, Santa Cruz County, Santa Clara County, Alameda County, Contra
Costa County*

HEARINGS

1. Peters Shorthand Reporting Corporation

3336 Bradshaw Road, Suite 240

Sacramento, CA 95827

Contact: Ronald Peters

Phone: (916) 362-2345

Fax: (916) 362-2393

Federal ID: 94-2313574

Contract Number: 5-05-99-06

Small Business Certification: 23794

Cost with Delivery of Final Product Due

| | | |
|------------------------|---------|----------|
| Same Day | \$14.00 | per page |
| Next Day | \$12.00 | per page |
| 3-7 Calendar Days | \$10.00 | per page |
| 8-14 Calendar Days | \$8.00 | per page |
| Up to 25 Calendar Days | \$7.00 | per page |

Plus Appearance Fees

| | | |
|-----------------------------------|----------|----------|
| Full Day Rate (Over 4 hours) | \$100.00 | flat fee |
| One-Half Day Rate (Up To 4 Hours) | \$50.00 | flat fee |
| Evening Rate (after 5:30) | \$25.00 | per hour |
| Weekend Rate | \$25.00 | per hour |

Tape Recorded Transcript

| | | |
|------------------------|---------|----------|
| Next Day | \$10.00 | per page |
| 3-7 Calendar Days | \$9.00 | per page |
| 8-14 Calendar Days | \$7.00 | per page |
| Up to 25 Calendar Days | \$5.00 | per page |

Plus Appearance Fees

| | | |
|-----------------------------------|----------|----------|
| Full Day Rate (8:30-5:30) | \$120.00 | flat fee |
| One-Half Day Rate (Up To 4 Hours) | \$60.00 | flat fee |
| Certified Legal Video Specialist | \$100.00 | per hour |

Additional Services

| | | |
|---|---------|----------|
| ASCII Disk of Transcript (With Transcript Order) | \$0- | flat fee |
| ASCII Disk of Transcript (Without Transcript Order) | | |
| Next Day | \$12.00 | per page |
| 3-7 Calendar Days | \$10.00 | per page |
| 8-14 Calendar Days | \$8.00 | per page |
| Up to 25 Calendar Days | \$7.00 | per page |
| ASCII Disk of Transcript (wo order/additional copies) | \$0- | flat fee |
| Copy Rate of Additional Copies of Transcript | \$1.00 | per page |
| Copy of Exhibits | \$1.00 | per page |
| Duplicate Tape of Tape Recorded Transcripts | \$10.00 | flat fee |
| Duplicate Tape of Video Tape Recorded Hearings | \$50.00 | flat fee |

Certified Shorthand Reporter
User Guide

DISTRICT 4 (continued)

*Solano County, Sonoma County, Napa County, Marin County, San Francisco County,
San Mateo County, Santa Cruz County, Santa Clara County, Alameda County, Contra
Costa County*

DEPOSITIONS

1. Peters Shorthand Reporting Corporation

3336 Bradshaw Road, Suite 240

Sacramento, CA 95827

Contact: Ronald Peters

Phone: (916) 362-2345

Fax: (916) 362-2393

Federal ID: 94-2313574

Contract Number: 5-05-99-06

Small Business Certification: 23794

Cost with Delivery of Final Product Due

| | | |
|------------------------|---------|----------|
| Same Day | \$10.00 | per page |
| Next Day | \$9.00 | per page |
| 3-7 Calendar Days | \$8.00 | per page |
| 8-14 Calendar Days | \$7.00 | per page |
| Up to 25 Calendar Days | \$6.00 | per page |

Plus Appearance Fees

| | | |
|-----------------------------------|----------|----------|
| Full Day Rate (Over 4 hours) | \$100.00 | flat fee |
| One-Half Day Rate (Up To 4 Hours) | \$50.00 | flat fee |
| Evening Rate (after 5:30) | \$25.00 | per hour |
| Weekend Rate | \$25.00 | per hour |

Tape Recorded Transcript

| | | |
|------------------------|--------|----------|
| Next Day | \$7.00 | per page |
| 3-7 Calendar Days | \$6.00 | per page |
| 8-14 Calendar Days | \$5.00 | per page |
| Up to 25 Calendar Days | \$4.00 | per page |

Plus Appearance Fees

| | | |
|-----------------------------------|----------|----------|
| Full Day Rate (8:30-5:30) | \$120.00 | flat fee |
| One-Half Day Rate (Up To 4 Hours) | \$60.00 | flat fee |
| Certified Legal Video Specialist | \$100.00 | per hour |

Additional Services

| | | |
|---|---------|----------|
| ASCII Disk of Transcript (With Transcript Order) | \$0- | flat fee |
| ASCII Disk of Transcript (Without Transcript Order) | | |
| Next Day | \$9.00 | per page |
| 3-7 Calendar Days | \$8.00 | per page |
| 8-14 Calendar Days | \$7.00 | per page |
| Up to 25 Calendar Days | \$6.00 | per page |
| ASCII Disk of Transcript (wo order/additional copies) | \$0- | flat fee |
| Copy Rate of Additional Copies of Transcript | \$1.00 | per page |
| Copy of Exhibits | \$1.00 | per page |
| Duplicate Tape of Tape Recorded Transcripts | \$10.00 | flat fee |
| Duplicate Tape of Video Tape Recorded Hearings | \$50.00 | flat fee |

Certified Shorthand Reporter
User Guide

DISTRICT 4 (continued)

*Solano County, Sonoma County, Napa County, Marin County, San Francisco County,
San Mateo County, Santa Cruz County, Santa Clara County, Alameda County, Contra
Costa County*

CERTIFIED REALTIME REPORTER

1. Peters Shorthand Reporting Corporation

3336 Bradshaw Road, Suite 240

Sacramento, CA 95827

Contact: Ronald Peters

Phone: (916) 362-2345

Fax: (916) 362-2393

Federal ID: 94-2313574

Contract Number: 5-05-99-06

Small Business Certification: 23794

Real Time Reporting

| | | |
|-----------------------------------|---------|----------|
| For Hearing Impaired (captioning) | \$50.00 | per hour |
| Connected to a Display Monitor | \$50.00 | per hour |

Plus Appearance Fees

| | | |
|-----------------------------------|----------|----------|
| Full Day Rate (Over 4 hours) | \$100.00 | flat fee |
| One-Half Day Rate (Up To 4 Hours) | \$50.00 | flat fee |
| Evening Rate (after 5:30) | \$25.00 | per hour |
| Weekend Rate | \$25.00 | per hour |

Additional Services

| | | |
|--|---------|----------|
| ASCII Disk of Transcript (With Transcript Order) | \$0- | flat fee |
| ASCII Disk of Transcript (Without Transcript Order) | | |
| Next Day | \$9.00 | per page |
| 3-7 Calendar Days | \$8.00 | per page |
| 8-14 Calendar Days | \$7.00 | per page |
| up to 25 Calendar Days | \$6.00 | per page |
| ASCII Disk of Transcript (wo order/additional copies) | \$0- | flat fee |
| Copy Rate of Additional Copies of Transcript | \$1.00 | per page |
| Copy of Exhibits | \$1.00 | per page |
| Duplicate Tape of Tape Recorded Transcripts | \$10.00 | flat fee |
| Duplicate Tape of Video Tape Recorded Hearings | \$50.00 | flat fee |

Certified Shorthand Reporter
User Guide

DISTRICT 4 (continued)

*Solano County, Sonoma County, Napa County, Marin County, San Francisco County,
San Mateo County, Santa Cruz County, Santa Clara County, Alameda County, Contra
Costa County*

NON-CERTIFIED TRANSCRIPTION SERVICE

1. House of Scribes

4508 Trinidad Court
Stockton, CA 95210
Contact: Tama Brisbane
Phone: (209) 478-8017
Fax: (209) 644-7414
Federal ID: 94-3379298
Contract Number: 5-05-99-04
Small Business Certification: N/A

Appearance Fees

| | | |
|---|---------|----------|
| Full Day Rate (Over 4 hours) | \$35.00 | flat fee |
| Partial and One-Half Day Rate (Up To 4 Hours) | \$35.00 | flat fee |
| Evening Rate (after 5:30) | \$50.00 | per hour |
| Weekend Rate | \$60.00 | per hour |

Tape Recorded Transcript

| | | |
|------------------------|--------|----------|
| Next Day | \$8.00 | per page |
| 3-7 Calendar Days | \$7.00 | per page |
| 8-14 Calendar Days | \$6.00 | per page |
| Up to 25 Calendar Days | \$5.00 | per page |

2. Peters Shorthand Reporting Corporation

3336 Bradshaw Road, Suite 240
Sacramento, CA 95827
Contact: Ronald Peters
Phone: (916) 362-2345
Fax: (916) 362-2393
Federal ID: 94-2313574
Contract Number: 5-05-99-06
Small Business Certification: 23794

Appearance Fees

| | | |
|---|----------|----------|
| Full Day Rate (Over 4 hours) | \$150.00 | flat fee |
| Partial and One-Half Day Rate (Up To 4 Hours) | \$75.00 | flat fee |
| Evening Rate (after 5:30) | \$25.00 | per hour |
| Weekend Rate | \$25.00 | per hour |

Tape Recorded Transcript

| | | |
|------------------------|--------|----------|
| Next Day | \$7.00 | per page |
| 3-7 Calendar Days | \$6.00 | per page |
| 8-14 Calendar Days | \$5.00 | per page |
| Up to 25 Calendar Days | \$4.00 | per page |

Certified Shorthand Reporter
User Guide

DISTRICT 4 (continued)

*Solano County, Sonoma County, Napa County, Marin County, San Francisco County,
San Mateo County, Santa Cruz County, Santa Clara County, Alameda County, Contra
Costa County*

NON-CERTIFIED TRANSCRIPTION SERVICE

3. California Reporting, LLC

52 Longwood Drive
San Rafael, CA 94901
Contact: Marika Edler
Phone: (415) 457-4417
Fax: (415) 454-5626
Federal ID: 68-0309707
Contract Number: 5-05-98-09
Small Business Certification: 12537

Appearance Fees

| | | | |
|---|----|--------|----------|
| Full Day Rate (Over 4 hours) | \$ | 300.00 | flat fee |
| Partial and One-Half Day Rate (Up To 4 Hours) | \$ | 150.00 | flat fee |
| Evening Rate (after 5:30) | \$ | 50.00 | per hour |
| Weekend Rate | \$ | 75.00 | per hour |

Tape Recorded Transcript

| | | | |
|------------------------|----|------|----------|
| Next Day | \$ | 8.00 | per page |
| 3-7 Calendar Days | \$ | 6.00 | per page |
| 8-14 Calendar Days | \$ | 5.00 | per page |
| Up to 25 Calendar Days | \$ | 4.00 | per page |

Certified Shorthand Reporter
User Guide

DISTRICT 7

Ventura County, Los Angeles County

DISTRICT 8

San Bernardino County

DISTRICT 11

San Diego County, Riverside County, Imperial County

DISTRICT 12

Orange County

Certified Shorthand Reporter
User Guide

DISTRICTS 7, 8, 11 & 12 – (continued)

HEARINGS

1. Peters Shorthand Reporting Corporation

3336 Bradshaw Road, Suite 240

Sacramento, CA 95827

Contact: Ronald Peters

Phone: (916) 362-2345

Fax: (916) 362-2393

Federal ID: 94-2313574

Contract Number: 5-05-99-06

Small Business Certification: 23794

Cost with Delivery of Final Product Due

| | | |
|------------------------|---------|----------|
| Same Day | \$14.00 | per page |
| Next Day | \$12.00 | per page |
| 3-7 Calendar Days | \$10.00 | per page |
| 8-14 Calendar Days | \$8.00 | per page |
| Up to 25 Calendar Days | \$7.00 | per page |

Plus Appearance Fees

| | | |
|-----------------------------------|----------|----------|
| Full Day Rate (Over 4 hours) | \$100.00 | flat fee |
| One-Half Day Rate (Up To 4 Hours) | \$50.00 | flat fee |
| Evening Rate (after 5:30) | \$25.00 | per hour |
| Weekend Rate | \$25.00 | per hour |

Tape Recorded Transcript

| | | |
|------------------------|---------|----------|
| Next Day | \$10.00 | per page |
| 3-7 Calendar Days | \$9.00 | per page |
| 8-14 Calendar Days | \$7.00 | per page |
| Up to 25 Calendar Days | \$5.00 | per page |

Plus Appearance Fees

| | | |
|-----------------------------------|----------|----------|
| Full Day Rate (8:30-5:30) | \$120.00 | flat fee |
| One-Half Day Rate (Up To 4 Hours) | \$60.00 | flat fee |
| Certified Legal Video Specialist | \$100.00 | per hour |

Additional Services

| | | |
|---|---------|----------|
| ASCII Disk of Transcript (With Transcript Order) | \$0- | flat fee |
| ASCII Disk of Transcript (Without Transcript Order) | | |
| Next Day | \$12.00 | per page |
| 3-7 Calendar Days | \$10.00 | per page |
| 8-14 Calendar Days | \$8.00 | per page |
| Up to 25 Calendar Days | \$7.00 | per page |
| ASCII Disk of Transcript (wo order/additional copies) | \$0- | flat fee |
| Copy Rate of Additional Copies of Transcript | \$1.00 | per page |
| Copy of Exhibits | \$1.00 | per page |
| Duplicate Tape of Tape Recorded Transcripts | \$10.00 | flat fee |
| Duplicate Tape of Video Tape Recorded Hearings | \$50.00 | flat fee |

Certified Shorthand Reporter
User Guide

DISTRICTS 7, 8, 11 & 12 – (continued)

2. Silvia Becker & Associates, Inc.

4727 Wilshire Boulevard, Suite 401

Los Angeles, CA 90010

Contact: Shelly Corral

Phone: (323) 857-1010

Fax: (323) 857-0911

Federal ID: 95-3325002

Contract Number: 5-05-99-07

Small Business Certification: 21161

Cost with Delivery of Final Product Due

| | | |
|------------------------|---------|----------|
| Same Day | \$10.40 | per page |
| Next Day | \$10.40 | per page |
| 3-7 Calendar Days | \$8.33 | per page |
| 8-14 Calendar Days | \$5.95 | per page |
| Up to 25 Calendar Days | \$5.95 | per page |

Plus Appearance Fees

| | | |
|-----------------------------------|----------|----------|
| Full Day Rate (Over 4 hours) | \$200.00 | flat fee |
| One-Half Day Rate (Up To 4 Hours) | \$100.00 | flat fee |
| Evening Rate (after 5:30) | \$0- | per hour |
| Weekend Rate | \$0- | per hour |

Tape Recorded Transcript

| | | |
|------------------------|---------|----------|
| Next Day | \$10.40 | per page |
| 3-7 Calendar Days | \$8.33 | per page |
| 8-14 Calendar Days | \$5.95 | per page |
| Up to 25 Calendar Days | \$5.95 | per page |

Plus Appearance Fees

| | | |
|-----------------------------------|---------|----------|
| Full Day Rate (8:30-5:30) | \$0- | flat fee |
| One-Half Day Rate (Up To 4 Hours) | \$0- | flat fee |
| Certified Legal Video Specialist | \$45.00 | per hour |

Additional Services

| | | |
|---|---------|----------|
| ASCII Disk of Transcript (With Transcript Order) | \$0- | flat fee |
| ASCII Disk of Transcript (Without Transcript Order) | | |
| Next Day | \$10.40 | per page |
| 3-7 Calendar Days | \$8.33 | per page |
| 8-14 Calendar Days | \$5.95 | per page |
| Up to 25 Calendar Days | \$5.95 | per page |
| ASCII Disk of Transcript (wo order/additional copies) | \$0- | flat fee |
| Copy Rate of Additional Copies of Transcript | \$0.25 | per page |
| Copy of Exhibits | \$0.10 | per page |
| Duplicate Tape of Tape Recorded Transcripts | \$0- | flat fee |
| Duplicate Tape of Video Tape Recorded Hearings | \$0- | flat fee |

Certified Shorthand Reporter
User Guide

DISTRICTS 7, 8, 11 & 12 – (continued)

DEPOSITIONS

1. **Silvia Becker & Associates, Inc.**
4727 Wilshire Boulevard, Suite 401
Los Angeles, CA 90010
Contact: Shelly Corral
Phone: (323) 857-1010
Fax: (323) 857-0911
Federal ID: 95-3325002
Contract Number: 5-05-99-07
Small Business Certification: 21161

Cost with Delivery of Final Product Due

| | | |
|------------------------|--------|----------|
| Same Day | \$9.89 | per page |
| Next Day | \$9.89 | per page |
| 3-7 Calendar Days | \$7.91 | per page |
| 8-14 Calendar Days | \$5.65 | per page |
| Up to 25 Calendar Days | \$5.65 | per page |

Plus Appearance Fees

| | | |
|-----------------------------------|------|----------|
| Full Day Rate (Over 4 hours) | \$0- | flat fee |
| One-Half Day Rate (Up To 4 Hours) | \$0- | flat fee |
| Evening Rate (after 5:30) | \$0- | per hour |
| Weekend Rate | \$0- | per hour |

Tape Recorded Transcript

| | | |
|------------------------|--------|----------|
| Next Day | \$9.89 | per page |
| 3-7 Calendar Days | \$7.91 | per page |
| 8-14 Calendar Days | \$5.65 | per page |
| Up to 25 Calendar Days | \$5.65 | per page |

Plus Appearance Fees

| | | |
|-----------------------------------|---------|----------|
| Full Day Rate (8:30-5:30) | \$0- | flat fee |
| One-Half Day Rate (Up To 4 Hours) | \$0- | flat fee |
| Certified Legal Video Specialist | \$45.00 | per hour |

Additional Services

| | | |
|---|--------|----------|
| ASCII Disk of Transcript (With Transcript Order) | \$0- | flat fee |
| ASCII Disk of Transcript (Without Transcript Order) | | |
| Next Day | \$9.89 | per page |
| 3-7 Calendar Days | \$7.91 | per page |
| 8-14 Calendar Days | \$5.65 | per page |
| Up to 25 Calendar Days | \$5.65 | per page |
| ASCII Disk of Transcript (wo order/additional copies) | \$0- | flat fee |
| Copy Rate of Additional Copies of Transcript | \$0.25 | per page |
| Copy of Exhibits | \$0.10 | per page |
| Duplicate Tape of Tape Recorded Transcripts | \$0- | flat fee |
| Duplicate Tape of Video Tape Recorded Hearings | \$0- | flat fee |

Certified Shorthand Reporter
User Guide

DISTRICTS 7, 8, 11 & 12 – (continued)

DEPOSITIONS

2. Peters Shorthand Reporting Corporation

3336 Bradshaw Road, Suite 240

Sacramento, CA 95827

Contact: Ronald Peters

Phone: (916) 362-2345

Fax: (916) 362-2393

Federal ID: 94-2313574

Contract Number: 5-05-99-06

Small Business Certification: 23794

Cost with Delivery of Final Product Due

| | | |
|------------------------|---------|----------|
| Same Day | \$10.00 | per page |
| Next Day | \$9.00 | per page |
| 3-7 Calendar Days | \$8.00 | per page |
| 8-14 Calendar Days | \$7.00 | per page |
| Up to 25 Calendar Days | \$6.00 | per page |

Plus Appearance Fees

| | | |
|-----------------------------------|----------|----------|
| Full Day Rate (Over 4 hours) | \$100.00 | flat fee |
| One-Half Day Rate (Up To 4 Hours) | \$50.00 | flat fee |
| Evening Rate (after 5:30) | \$25.00 | per hour |
| Weekend Rate | \$25.00 | per hour |

Tape Recorded Transcript

| | | |
|------------------------|--------|----------|
| Next Day | \$7.00 | per page |
| 3-7 Calendar Days | \$6.00 | per page |
| 8-14 Calendar Days | \$5.00 | per page |
| Up to 25 Calendar Days | \$4.00 | per page |

Plus Appearance Fees

| | | |
|-----------------------------------|----------|----------|
| Full Day Rate (8:30-5:30) | \$120.00 | flat fee |
| One-Half Day Rate (Up To 4 Hours) | \$60.00 | flat fee |
| Certified Legal Video Specialist | \$100.00 | per hour |

Additional Services

| | | |
|---|---------|----------|
| ASCII Disk of Transcript (With Transcript Order) | \$0- | flat fee |
| ASCII Disk of Transcript (Without Transcript Order) | | |
| Next Day | \$9.00 | per page |
| 3-7 Calendar Days | \$8.00 | per page |
| 8-14 Calendar Days | \$7.00 | per page |
| Up to 25 Calendar Days | \$6.00 | per page |
| ASCII Disk of Transcript (wo order/additional copies) | \$0- | flat fee |
| Copy Rate of Additional Copies of Transcript | \$1.00 | per page |
| Copy of Exhibits | \$1.00 | per page |
| Duplicate Tape of Tape Recorded Transcripts | \$10.00 | flat fee |
| Duplicate Tape of Video Tape Recorded Hearings | \$50.00 | flat fee |

Certified Shorthand Reporter
User Guide

DISTRICTS 7, 8, 11 & 12 – (continued)

CERTIFIED REALTIME REPORTER

1. Silvia Becker & Associates, Inc.

4727 Wilshire Boulevard, Suite 401

Los Angeles, CA 90010

Contact: Shelly Corral

Phone: (323) 857-1010

Fax: (323) 857-0911

Federal ID: 95-3325002

Contract Number: 5-05-99-07

Small Business Certification: 21161

Real Time Reporting

| | | |
|-----------------------------------|---------|----------|
| For Hearing Impaired (captioning) | \$40.00 | per hour |
| Connected to a Display Monitor | \$40.00 | per hour |

Plus Appearance Fees

| | | |
|-----------------------------------|------|----------|
| Full Day Rate (Over 4 hours) | \$0- | flat fee |
| One-Half Day Rate (Up To 4 Hours) | \$0- | flat fee |
| Evening Rate (after 5:30) | \$0- | per hour |
| Weekend Rate | \$0- | per hour |

Additional Services

| | | |
|---|---------|----------|
| ASCII Disk of Transcript (With Transcript Order) | \$0- | flat fee |
| ASCII Disk of Transcript (Without Transcript Order) | | |
| Next Day | \$10.40 | per page |
| 3-7 Calendar Days | \$8.33 | per page |
| 8-14 Calendar Days | \$5.95 | per page |
| Up to 25 Calendar Days | \$5.95 | per page |
| ASCII Disk of Transcript (wo order/additional copies) | \$0- | flat fee |
| Copy Rate of Additional Copies of Transcript | \$0.25 | per page |
| Copy of Exhibits | \$0.10 | per page |
| Duplicate Tape of Tape Recorded Transcripts | \$0- | flat fee |
| Duplicate Tape of Video Tape Recorded Hearings | \$0- | flat fee |

Certified Shorthand Reporter
User Guide

DISTRICTS 7, 8, 11 & 12 – (continued)

CERTIFIED REALTIME REPORTER

2. Peters Shorthand Reporting Corporation

3336 Bradshaw Road, Suite 240

Sacramento, CA 95827

Contact: Ronald Peters

Phone: (916) 362-2345

Fax: (916) 362-2393

Federal ID: 94-2313574

Contract Number: 5-05-99-06

Small Business Certification: 23794

Real Time Reporting

| | | |
|-----------------------------------|---------|----------|
| For Hearing Impaired (captioning) | \$50.00 | per hour |
| Connected to a Display Monitor | \$50.00 | per hour |

Plus Appearance Fees

| | | |
|-----------------------------------|----------|----------|
| Full Day Rate (Over 4 hours) | \$100.00 | flat fee |
| One-Half Day Rate (Up To 4 Hours) | \$50.00 | flat fee |
| Evening Rate (after 5:30) | \$25.00 | per hour |
| Weekend Rate | \$25.00 | per hour |

Additional Services

| | | |
|---|---------|----------|
| ASCII Disk of Transcript (With Transcript Order) | \$0- | flat fee |
| ASCII Disk of Transcript (Without Transcript Order) | | |
| Next Day | \$9.00 | per page |
| 3-7 Calendar Days | \$8.00 | per page |
| 8-14 Calendar Days | \$7.00 | per page |
| up to 25 Calendar Days | \$6.00 | per page |
| ASCII Disk of Transcript (wo order/additional copies) | \$0- | flat fee |
| Copy Rate of Additional Copies of Transcript | \$1.00 | per page |
| Copy of Exhibits | \$1.00 | per page |
| Duplicate Tape of Tape Recorded Transcripts | \$10.00 | flat fee |
| Duplicate Tape of Video Tape Recorded Hearings | \$50.00 | flat fee |

Certified Shorthand Reporter
User Guide

DISTRICTS 7, 8, 11 & 12 – (continued)

NON-CERTIFIED TRANSCRIPTION SERVICES

1. **Silvia Becker & Associates, Inc.**
4727 Wilshire Boulevard, Suite 401
Los Angeles, CA 90010
Contact: Shelly Corral
Phone: (323) 857-1010
Fax: (323) 857-0911
Federal ID: 95-3325002
Contract Number: 5-05-99-07
Small Business Certification: 21161

Appearance Fees

| | | |
|---|------|----------|
| Full Day Rate (Over 4 hours) | \$0- | flat fee |
| Partial and One-Half Day Rate (Up To 4 Hours) | \$0- | flat fee |
| Evening Rate (after 5:30) | \$0- | per hour |
| Weekend Rate | \$0- | per hour |

Tape Recorded Transcript

| | | |
|------------------------|---------|----------|
| Next Day | \$10.40 | per page |
| 3-7 Calendar Days | \$8.33 | per page |
| 8-14 Calendar Days | \$5.95 | per page |
| Up to 25 Calendar Days | \$5.95 | per page |

2. **House of Scribes**
4508 Trinidad Court
Stockton, CA 95210
Contact: Tama Brisbane
Phone: (209) 478-8017
Fax: (209) 644-7414
Federal ID: 94-3379298
Contract Number: 5-05-99-04
Small Business Certification: N/A

Appearance Fees

| | | |
|---|---------|----------|
| Full Day Rate (Over 4 hours) | \$35.00 | flat fee |
| Partial and One-Half Day Rate (Up To 4 Hours) | \$35.00 | flat fee |
| Evening Rate (after 5:30) | \$50.00 | per hour |
| Weekend Rate | \$60.00 | per hour |

Tape Recorded Transcript

| | | |
|------------------------|--------|----------|
| Next Day | \$8.00 | per page |
| 3-7 Calendar Days | \$7.00 | per page |
| 8-14 Calendar Days | \$6.00 | per page |
| Up to 25 Calendar Days | \$5.00 | per page |

Certified Shorthand Reporter
User Guide

DISTRICTS 7, 8, 11 & 12 – (continued)

NON-CERTIFIED TRANSCRIPTION SERVICES

3. Peters Shorthand Reporting Corporation

3336 Bradshaw Road, Suite 240

Sacramento, CA 95827

Contact: Ronald Peters

Phone: (916) 362-2345

Fax: (916) 362-2393

Federal ID: 94-2313574

Contract Number: 5-05-99-06

Small Business Certification: 23794

Appearance Fees

| | | |
|---|----------|----------|
| Full Day Rate (Over 4 hours) | \$150.00 | flat fee |
| Partial and One-Half Day Rate (Up To 4 Hours) | \$75.00 | flat fee |
| Evening Rate (after 5:30) | \$25.00 | per hour |
| Weekend Rate | \$25.00 | per hour |

Tape Recorded Transcript

| | | |
|------------------------|--------|----------|
| Next Day | \$7.00 | per page |
| 3-7 Calendar Days | \$6.00 | per page |
| 8-14 Calendar Days | \$5.00 | per page |
| Up to 25 Calendar Days | \$4.00 | per page |

Certified Shorthand Reporters
User Guide

N. STD. 213

See web site

<http://www.ols.dgs.ca.gov/Contracting+Info/formsandinstructions.htm>

When placing an order, agencies must send a copy of each Std. 213 to:

**Department of General Services
Procurement Division, Key Data Entry
707 Third Street, 2nd Floor
West Sacramento, CA 95814**

O. GENERAL TERMS AND CONDITIONS effective 3/1/2004

GTC 304

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

Certified Shorthand Reporters User Guide

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

Certified Shorthand Reporters
User Guide

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 304 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.
13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 1. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision © of Section 16750 of the Business and Professions Code.
 2. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 1. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

Certified Shorthand Reporters
User Guide

2. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the Contractor acknowledges in accordance with, that:

- a. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. UNION ACTIVITIES For all agency service orders, except fixed price contracts of \$50,000 or less, the Contractor acknowledges that:

By signing this agreement Contractor hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this agreement and agrees to the following:

- a. Contractor will not assist, promote or deter union organizing by employees performing work on a State service contract, including a public works contract.
- b. No State funds received under this agreement will be used to assist, promote or deter union organizing.
- c. Contractor will not, for any business conducted under this agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the State property is equally available to the general public for holding meetings.
- d. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.

Certified Shorthand Reporters
User Guide

P. ADDITIONAL PROVISIONS

1. OWNERSHIP OF DATA: The State owns data filed with or collected by the Contractor in both hardcopy, electronic and Internet formats. Data, in all forms, is the property of the State of California and copyrights, trademarks, servicemarks, or patents will not be filed that infringe on the exclusive ownership by the State.
2. EVALUATION OF CONTRACTOR: Performance of the Contractor under this agreement will be evaluated. The evaluation shall be prepared on the Contract/Contractor Evaluation Sheet, STD. 4 and maintained in the agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of legal services, if it is a negative and over \$5,000.00.
3. AGENCY LIABILITY: The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul the agency service order without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

4. POTENTIAL SUBCONTRACTORS: Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontractor shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
5. CONFIDENTIALITY OF DATA: All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Agreement, or which become available to the Contractor in carrying out this agreement, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. Contractor shall not be required under the

Certified Shorthand Reporters User Guide

provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Agreement, or is rightfully obtained from third parties.

6. RIGHTS IN DATA: All technical communications and records originated or prepared by the Contractor pursuant to this agreement including papers, reports, charts, computer programs and other documentation, but not including Contractor's administrative communications and records relating to this Agreement shall be delivered to and shall become the exclusive property of the State and may be copyrighted by the State.

The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Agreement by the Contractor or jointly by the Contractor and the State can be used by either party in any way it may deem appropriate.

All inventions, discoveries or improvements of the computer programs developed pursuant to this agreement shall be the property of the State. The State agrees to grant a nonexclusive royalty-free license for any such invention, discovery, or improvement to the Contractor or any other such person and further agrees that the Contractor or any other such person may sublicense additional persons on the same royalty-free basis.

This Agreement shall not preclude the Contractor from developing materials outside this agreement, which are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this agreement.

7. CONTRACTS FUNDED BY THE FEDERAL GOVERNMENT: It is mutually understood between the parties that this agency service order may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the agency service order were executed after that determination was made.

This agency service order is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the current and/or subsequent years covered by this agreement for the purposes of this program. In addition, this agency service order is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the congress, which may affect the provisions, terms, or funding of this agency service order in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this agency service order shall be amended to reflect any reduction in funds.

The department has the option to void the agency service order under the 30-day cancellation clause or amend the agency service order to reflect any reduction of funds.

Certified Shorthand Reporters User Guide

The recipient shall comply with the single Audit Act and the reporting requirements set forth in OMB Circular A-133.

8. DISPUTES: Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time (ten days) by the Contractor and State employees normally responsible for the administration of this agency service order shall be brought to the attention of the Chief Executive Office (or designated representative) of each organization for joint resolution (Public Contract Code Section 22200 and California Code Regulations, Title 1, section 300 et seq.).
9. RIGHT TO TERMINATE: The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.
10. FORCE MAJEURE: Except for defaults of subcontractors at any tier, the contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the contractor. Examples of such causes include, but are not limited to:
 - a) Acts of God or of the public enemy, and
 - b) Acts of the federal or state government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the contractor and subcontractor, and without the fault or negligence of either, the contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted goods or services were obtainable from other sources in sufficient time for the contractor to meet the required delivery schedule.

11. INSURANCE REQUIREMENTS: Be prepared to provide proof of insurance to the ordering agency as requested in the Statement of Work. Insurance companies must be acceptable to Department of General Services. If self-insured, review of financial information may be required.

Coverage needs to be in-force for complete term of contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. This new insurance must still meet the terms of the original contract.

Insurance policies shall contain a provision that states the coverage will not be cancelled without 30 days prior written notice to the State.

Contractor is responsible for any deductible or self-insured retention contained within the insurance program.

Certified Shorthand Reporters User Guide

In the event Contractor fails to keep in effect at all times the specified insurance coverage as required in the agency Statement of Work, the State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event, subject to the provisions of this Contract.

Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the State.

Contractor shall maintain general liability with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

Contractor shall maintain professional Liability covering any damages caused by an error, omission or any negligent acts. Limits of not be less than \$1,000,000 shall be provided.

The policy must include the State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under the contract are concerned.

Contractor shall maintain Employee Dishonesty insurance and when applicable, Inside/Outside Money and Securities coverage's for State-owned property in the care, custody and control of the Contractor. Coverage limits shall not be less than the amount scheduled in the contract. The policy shall include as loss payee the Department of General Services.

Q. BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, pages 15-45, and made a part of this Agreement.

Invoices shall include the Agreement Number and shall not be more frequently than monthly in arrears.

Certified Shorthand Reporters
User Guide

2. **Budget Contingency Clause**

- a. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. **Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

R. SPECIAL PROVISIONS

NEW LEGISLATION REQUIREMENTS

1. Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
2. If your firm is a certified California small business, in accordance with Assembly Bill 669, your company must address specific aspects of the Legislation that requires certified small businesses to perform a commercially useful function as defined by Government Code Section 14837, 14838.6, 14839, 14842, 14842.5. Therefore, you must provide written documentation that:
 - a. Your company is responsible for the execution of a distinct element of the work of the contract.
 - b. You carry out its obligation by actually performing, managing, or supervising the work involved.
 - c. Performs work that is normal for your business services and functions.
 - d. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.
 - e. A Contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the Contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in the transaction, contract, or project through which funds are passed in order to obtain the appearance of small business or micro business participation. Provide proof that this statement does not pertain to your company's potential involvement in this procurement.

Certified Shorthand Reporters
User Guide

S. AMERICANS WITH DISABILITIES

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

In order to meet and carry out compliance with the nondiscrimination requirements of Title II of the Americans with Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, employment opportunities, and services are available to all persons, including persons with disabilities.

Therefore, for persons with a disability needing reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodation for the Procurement process, please contact the Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) and California Relay Service numbers are listed below. If you know the Procurement Division contact person that is handling the particular Procurement documentation or event that you are interested in (such as a meeting, workshop or conference) you may also contact them directly.

IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR ACCOMMODATION, IT IS BEST THAT WE RECEIVE YOUR REQUEST AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.

The Procurement Division TTY telephone numbers are:

Sacramento Office: (916) 376-1891
Fullerton Office: (714) 773-2093

The California Relay Service Telephone Numbers are:

Voice: 1-800-735-2922 or 1-888-877-5379
TTY: 1-800-735-2929 or 1-888-877-5378
Speech-to-Speech: 1-800-854-7784

Certified Shorthand Reporters
User Guide

MASTER SERVICE AGREEMENT
CONTRACT PERFORMANCE REPORT

GENERAL INFORMATION:

Date: _____ Order Number: _____

Dept. and Agency Name: _____

Contact Person: _____ Telephone # _____

Contractor Name: _____

Contact Person: _____ Telephone # _____

Description Of Items/Services Ordered: _____

ISSUE:

Was it resolved to your satisfaction? Yes _____ No _____

Provide a brief explanation of what happened: _____

What actions have been taken? _____

What actions, if any, are you requesting to be taken? _____
